

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

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JASON KAHAN; 72 DANA STREET, LLC)	
74-76 DANA STREET, LLC )	
) )	
Plaintiffs, ) )	
) )	
v. )                              22-cv-12038-FDS	
) )	
QUANTA FINANCE, LLC, ) )	
) )	
Defendant. ) )	
) )	

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**QUANTA FINANCE, LLC'S AMENDED ANSWER TO THE COMPLAINT**

Quanta Finance, LLC (“Quanta”) hereby answers the Complaint filed by Plaintiffs Jason Kahan, 72 Dana Street, LLC and 74-76 Dana Street, LLC (“Plaintiffs”) by denying each and every allegation set forth therein, unless specifically admitted to below. Quanta further answers the Complaint as follows:

1.     Upon information and belief, admitted.
2.     Upon information and belief, admitted.
3.     Upon information and belief, admitted.
4.     Admitted.

**FACTS COMMON TO ALL COUNTS**

5.     Upon information and belief, admitted.
6.     Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 6 and can neither admit nor deny the allegations. To the extent a response is required, Quanta admits the allegations upon information and belief.

7. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 7 and can neither admit nor deny the allegations. To the extent a response is required, Quanta admits the allegations upon information and belief.

8. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 8 and can neither admit nor deny the allegations.

9. Denied to the extent that Quanta issued a loan commitment, with respect to the remaining allegation, Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 9 and can neither admit nor deny the allegations.

10. The documents referenced in Paragraph 10 speak for themselves and Quanta denies any allegations inconsistent therewith.

11. Admitted.

12. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 12 and can neither admit nor deny the allegations.

13. The documents referenced in Paragraph 13 speak for themselves and Quanta denies any allegations inconsistent therewith.

14. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 14 and can neither admit nor deny the allegations.

15. Quanta lacks sufficient knowledge to admit the allegation set forth in Paragraph 15 and can neither admit nor deny the allegations.

16. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 16 and can neither admit nor deny the allegations.

17. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 17 and can neither admit nor deny the allegations.

18. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 18 and can neither admit nor deny the allegations.

19. Denied.

20. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 20 and can neither admit nor deny the allegations.

21. Denied.

22. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 22 and can neither admit nor deny the allegations.

23. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 23 and can neither admit nor deny the allegations.

24. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 24 and can neither admit nor deny the allegations.

25. The documents referenced in Paragraph 25 speak for themselves and Quanta denies any allegations inconsistent therewith.

26. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 26 and can neither admit nor deny the allegations.

27. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 27 and can neither admit nor deny the allegations.

28. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 28 and can neither admit nor deny the allegations.

29. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 29 and can neither admit nor deny the allegations.

30. Upon information and belief, admitted.

31. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 31 and can neither admit nor deny the allegations.

32. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 32 and can neither admit nor deny the allegations.

33. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 33 and can neither admit nor deny the allegations.

34. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 34 and can neither admit nor deny the allegations.

35. The documents referenced in Paragraph 35 speak for themselves and Quanta denies any allegations inconsistent therewith.

36. The documents referenced in Paragraph 36 speak for themselves and Quanta denies any allegations inconsistent therewith.

37. The documents referenced in Paragraph 36 speak for themselves and Quanta denies any allegations inconsistent therewith.

38. The document referenced in Paragraph 38 speaks for itself and Quanta denies any allegations inconsistent therewith.

39. The document referenced in Paragraph 39 speaks for itself and Quanta denies any allegations inconsistent therewith.

40. The document referenced in Paragraph 39 speaks for itself and Quanta denies any allegations inconsistent therewith.

41. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 41 and can neither admit nor deny the allegations.

42. Denied that Mr. Kahan lacked an adequate opportunity to review the loan documents.

43. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 43 and can neither admit nor deny the allegations.

44. Denied.

45. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 45 and can neither admit nor deny the allegations.

46. Admitted.

47. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 47 and can neither admit nor deny the allegations.

48. Admitted that Quanta did not advance further funds due to the default, otherwise Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 48 and can neither admit nor deny the remaining allegations.

49. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 49 and can neither admit nor deny the remaining allegations.

50. Denied.

51. Admitted.

52. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 52 and can neither admit nor deny the remaining allegations.

53. Denied.

54. Denied.

55. Denied.

56. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 56 and can neither admit nor deny the remaining allegations.

57. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 57 and can neither admit nor deny the remaining allegations.

58. Upon information and belief, denied.

59. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 59 and can neither admit nor deny the remaining allegations.

60. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 60 and can neither admit nor deny the remaining allegations.

61. Quanta lacks sufficient knowledge to admit the allegations set forth in Paragraph 61 and can neither admit nor deny the remaining allegations.

#### **COUNT ONE-CHAPTER 93A, § 11**

62. Quanta incorporates by reference the preceding paragraphs as if fully set forth herein.

63. The allegations in Paragraph 63 are legal conclusion to which no response is required; to the extent a response it required Quanta denies the allegations.

64. The allegations in Paragraph 64 are legal conclusion to which no response is required; to the extent a response it required Quanta denies the allegations.

65. The allegations in Paragraph 65 are legal conclusion to which no response is required; to the extent a response it required Quanta denies the allegations.

66. The allegations in Paragraph 66 are legal conclusion to which no response is required.

67. The allegations in Paragraph 67 are legal conclusion to which no response is required; to the extent a response it required Quanta denies the allegations.

68. Denied.

### **COUNT TWO-BREACH OF CONTRACT**

69. Quanta incorporates by reference the preceding paragraphs as if fully set forth herein.

70. The allegations in Paragraph 70 are legal conclusion to which no response is required; to the extent a response it required Quanta denies the allegations.

71. The allegations in Paragraph 71 are legal conclusion to which no response is required; to the extent a response it required Quanta denies the allegations.

72. Denied.

### **COUNT THREE-BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**

73. Quanta incorporates by reference the preceding paragraphs as if fully set forth herein.

74. The allegations in Paragraph 74 are legal conclusion to which no response is required; to the extent a response it required Quanta denies the allegations.

75. Denied.

### **COUNT FOUR-NEGLIGENCE**

76. Quanta incorporates by reference the preceding paragraphs as if fully set forth herein.

77. The allegations in Paragraph 77 are legal conclusion to which no response is required; to the extent a response it required Quanta denies the allegations.

78. The allegations in Paragraph 78 are legal conclusion to which no response is required; to the extent a response is required Quanta denies the allegations.

79. Denied.

### **JURY DEMAND**

Quanta demands a trial by jury on all issues so triable.

### **AFFIRMATIVE DEFENSES**

1. The Complaint fails to state a claim or claims upon which relief can be granted.
2. Plaintiffs' claims are barred by the maximum rate clause in the subject loans.
3. Plaintiffs' claims are barred, in whole or in part, by their prior material breaches of the contract.
4. Plaintiffs' claims are barred, in whole or in part, by their bad faith and unclean hands.
5. Plaintiffs' claims are barred as Quanta at all times acted in good faith and in a commercially reasonable manner.
6. Plaintiffs have not suffered any damages.
7. If Plaintiffs have suffered any damages, they were caused by their own actions, inaction or negligence.
8. Any damages Plaintiffs' allegedly suffered were not caused by or attributable to Quanta's acts, practices, or conduct.
9. Quanta reserves the right to assert additional defenses based on information later uncovered during the discovery process.

Respectfully submitted,  
QUANTA FINANCE, LLC  
By its attorneys,

*/s/ Michael R. Stanley*

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